

DEPARTMENT OF ENERGY

LICENSE FOR NON-FEDERAL USE OF PROPERTY

PROJECT: PADUCAH GASEOUS DIFFUSION PLANT, KY
PURPOSE: DEER BOW HUNTS

THIS LICENSE, between the Department of Energy, known as the "Grantor" and Kentucky Department of Fish and Wildlife Resources, known as the "Grantee", provides for the use by the Grantee of the Government-owned facilities. The Grantor grants to the Grantee permission to use the premises or facilities consisting of Government-owned land at the Paducah Gaseous Diffusion Plant near Paducah, Kentucky together with ingress and egress, for the purpose of conducting controlled deer bow hunts. This area is delineated on the attached drawing designated as Exhibit "A" which is/are made a part of this license.

THIS LICENSE is granted subject to the following terms and conditions:

1. TERM/TERMINATION RIGHTS – This License shall be effective beginning September 1, 2006 and ending August 31, 2011 but is revocable at any time without notice at the option and discretion of the Grantor and its duly authorized representative. The Grantee may terminate this License by giving thirty (30) days written notice to the Grantor's representative set out in Condition 3.
2. CONSIDERATION – DELETED
3. AUTHORIZED REPRESENTATIVES – The Grantor's representative shall be the Realty Officer, U.S. Department of Energy, 250 East 5th St., Suite 500, Cincinnati, Ohio, 45202 (513-246-0595). The Grantee's representative shall be Tim Kreher, Resident Manager, West Kentucky Wildlife Management Area, 10535 Ogden Landing Road in Kevil, KY 42053. Any changes in designated representatives or in their respective addresses shall be given in writing to the other.
4. NOTICE – No notice, order direction, determination, requirement, consent, or approval under this License shall be of any effect, within the restrictions of this License, unless provided in writing to the authorized representative at the address set out in Condition 3.
5. CONDITIONS OF PRIVILEGES GRANTED – The exercise of the privileges granted shall be without cost or expense to the Grantor; shall be subject to the right of the Grantor to construct, use, and maintain the facilities on the premises without unreasonably interfering with the Grantee's privileges; shall be subject to other outgrants of the Grantor on the premises which do not unreasonably interfere with the

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Grantee's privileges; and shall be without liability of the Grantor for failure to supervise or inspect activities or facilities of the Grantee.

6. INSPECTION OF PROPERTY – The Grantor and Grantee have inspected and know the condition of the licensed property, and it is understood that the property is granted without any representation or warranty by the Grantor whatsoever and without obligation on the part of the Grantor to make any alterations, repairs, or additions.

7. PROTECTION OF PROPERTY – Subject to the limitations of Condition No. 20 with respect to the restoration of the property, all portions of the licensed property shall at all times be protected and maintained in good order and condition by and at the expense of the Grantee.

8. TRANSFERS/ASSIGNMENTS – The Grantee shall neither transfer nor assign this License or any property on the premises, nor sublet the premises or any part of the property, nor grant any interest, privilege, or license whatsoever in connection with this License.

9. GOVERNMENT SUPERVISION AND ADMINISTRATION – The Grantor's representative shall have complete charge of the administration of this License and shall exercise full supervision and general direction insofar as the interests of the Grantor are affected. Grantee shall comply with such rules and regulations regarding Grantor security, ingress, egress, safety, sanitation, etc. as may be prescribed from time to time by the Grantor's representative.

10. ALTERATIONS – No additions to, or alterations of the premises shall be made without prior written consent of the Grantor.

11. OFFICIALS NOT TO BENEFIT – No member of or delegate to Congress, or resident commissioner shall be admitted to any share or part of this License or to any benefit arising from it. However, nothing contained within this License shall be construed to extend to any incorporated company if the License be for the corporation's general benefit.

12. NONDISCRIMINATION – Usage of the premises or facilities will be operated in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap, or national origin, be excluded from using the premises or facilities licensed.

13. COVENANT AGAINST CONTINGENT FEES – The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this License upon and agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Grantor shall have the right to annul this License without commission, percentage, brokerage, or contingent fee.

14. ENVIRONMENT – The Grantee shall not unlawfully pollute the air, ground or water or create a public nuisance. The Grantee shall use all reasonable means available to protect the environment and natural resources from damage arising from this License or activities incident to it and, where damage nonetheless occurs, the Grantee shall be liable to restore the damaged resources. The Grantee shall at no cost to the Grantor promptly comply with present and future Federal, State, and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the Grantee's right to contest their validity or enjoin their applicability. The Grantee shall not be responsible for pollution caused by others. If the Grantee discovers contamination on the premises, the Grantee shall immediately cease activities and notify the Grantor's representative.

15. CULTURAL ITEMS – The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the Grantor's representative and protect the site and the material from further disturbance until the Grantor gives clearance to proceed.

16. LAWS, ORDINANCES, REGULATIONS – The Grantee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the licensed premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters.

17. GRANTOR INDEMNITY – The Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises nor shall it be responsible for damages to the property or injuries to the persons of the Grantee, its agents, employees or representatives or others who may be on the premises at their invitation, arising from Grantor activities, and the Grantee shall hold the Grantor harmless from any such claims.

18. GRANTEE LIABILITY – The Grantee shall be liable for any personal injury, loss of, or damage to the premises or facilities incurred as a result of its use and shall make such restoration, repair, or monetary compensation as may be directed by the Grantor as set out in Condition No. 20. The Grantee shall not be liable for loss of or damage to the premises arising from causes beyond the control of the Grantee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained within this License, however, shall relieve the Grantee of liability with respect to any loss or damage to the premises, not fully compensated by insurance which results from willful misconduct, lack of good faith, or failure to exercise due diligence on the part of the Grantee.

19. INSURANCE COVERAGE – DELETED

20. VACATION/RESTORATION – Upon termination, expiration, revocation or relinquishment of this License, the Grantee shall vacate the premises, remove its

equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities and shall restore the premises or facilities to the same or as good condition as existed on the date of entry under this License, excepting normal wear and tear. In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the Grantee shall promptly give notice to the Grantor and, to the extent of its liability shall, upon demand, either compensate the Grantor for such loss or damage, the Grantee shall promptly give notice to the Grantor and, to the extent of its liability shall, upon demand, either compensate the Grantor for such loss or damage or shall rebuild, replace or repair the item or items of the premises or facilities lost or damaged as the Grantor may elect. In the event the Grantee shall have effected any repair, rebuilding or replacement as required herein, the Grantor shall direct payment to the Grantee of so much of the proceeds of any insurance carried by the Grantee and made available to the Grantor on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Grantee to effect such repair, rebuilding or replacement. In the event the Grantee shall not have been required to effect such repair, rebuilding or replacement and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Grantee, the Grantee shall promptly refund to the Grantor the amount of such proceeds.

21. RECOVERABLE COSTS – In the event this License is terminated by the Grantor for the Grantee's failure to perform any of the terms or conditions within this License, the Grantor shall be entitled to recover from the Grantee the costs incurred in resuming possession of the premises and the costs incurred in performing any obligation on the part of the Grantee to be performed under the terms of this License.

22. INTEREST PROVISIONS – Unless paid within thirty (30) days, all amounts that become payable by the Grantee to the Grantor under Condition Nos. 13 and 20 of this License shall bear interest from the date due until paid. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982 as amended, 31 USC § 3717, as of the date the amount becomes due as provided. Amounts shall be due upon the earliest one of (1) the date fixed pursuant to this License; (2) the date of the first written demand for payment consistent with this License including demand consequent upon default termination; (3) the date of transmittal by the Grantor to the Grantee of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (4) if this License provides for revision of prices, the date of written notice to the Grantee stating the amount of refund payable in connection with a negotiated pricing agreement not confirmed by license amendment.

23. GRANTEE PERFORMANCE – The failure of the Grantor to insist in any one or more instances upon strict performance of any of the terms, covenants or conditions of this License shall not be construed as a waiver or relinquishment of the Grantor's right to the future performance of any such terms, covenants, or conditions and the

Grantee's obligations with respect to such future performance shall continue in full force and effect.

24. AMENDMENT – This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

25. ADDITIONAL REQUIREMENTS – Grantee agrees to adhere to the following additional requirements pertinent to this License:

- a. Grantee agrees to comply with Grantors safeguards and security requirements as stated in Exhibit "B" which is attached and made a part of this License.
- b. Grantee agrees to comply with the Deer Sampling Plan as stated in Exhibit "C" which is attached and made part of this License.
- c. Grantee agrees to prepare annually by March 15, a deer management plan and report for the Grantor which includes a schedule of the current year's hunting and scouting dates.
- d. During the hunts, the Grantee agrees to enforce all rules and regulations authorized by Chapter 150 of the Kentucky revised statute and such rules for hunts which shall be mutually agreed upon between Grantor and Grantee.
- e. Grantee agrees to adequately post the boundaries of the Grantor's property with "No Hunting" signs and to post "No Vehicles Beyond This Point" sign at certain roadways to be mutually agreed upon between the Grantor and the Grantee.
- f. Grantee agrees to permit the public entry upon the Grantor's property subject to this License only for the purpose of deer bow hunting and to require each hunter to sign a form identical to that of Exhibit "D" which is attached and made a part of this License.

26. SUPERSEDED LICENSE AGREEMENT – This License supersedes Real Estate License REORDOER-3-01-0710.


That prior to execution of this License certain Conditions were deleted, revised, and added in the following manner: Conditions Nos. 2 and 19 are deleted in their entirety.

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The GRANTOR AND GRANTEE have caused this License to be signed on their behalf by their duly authorized representatives.

GRANTEE: KY Dept of Fish &
Wildlife Resources

By:


Jon Gassett

Title: Commissioner

Date: 9/15/06

GRANTEE: U.S. Department of Energy

By:


DOE Real Estate Office

Title: Realty Officer

Date: 9/22/06

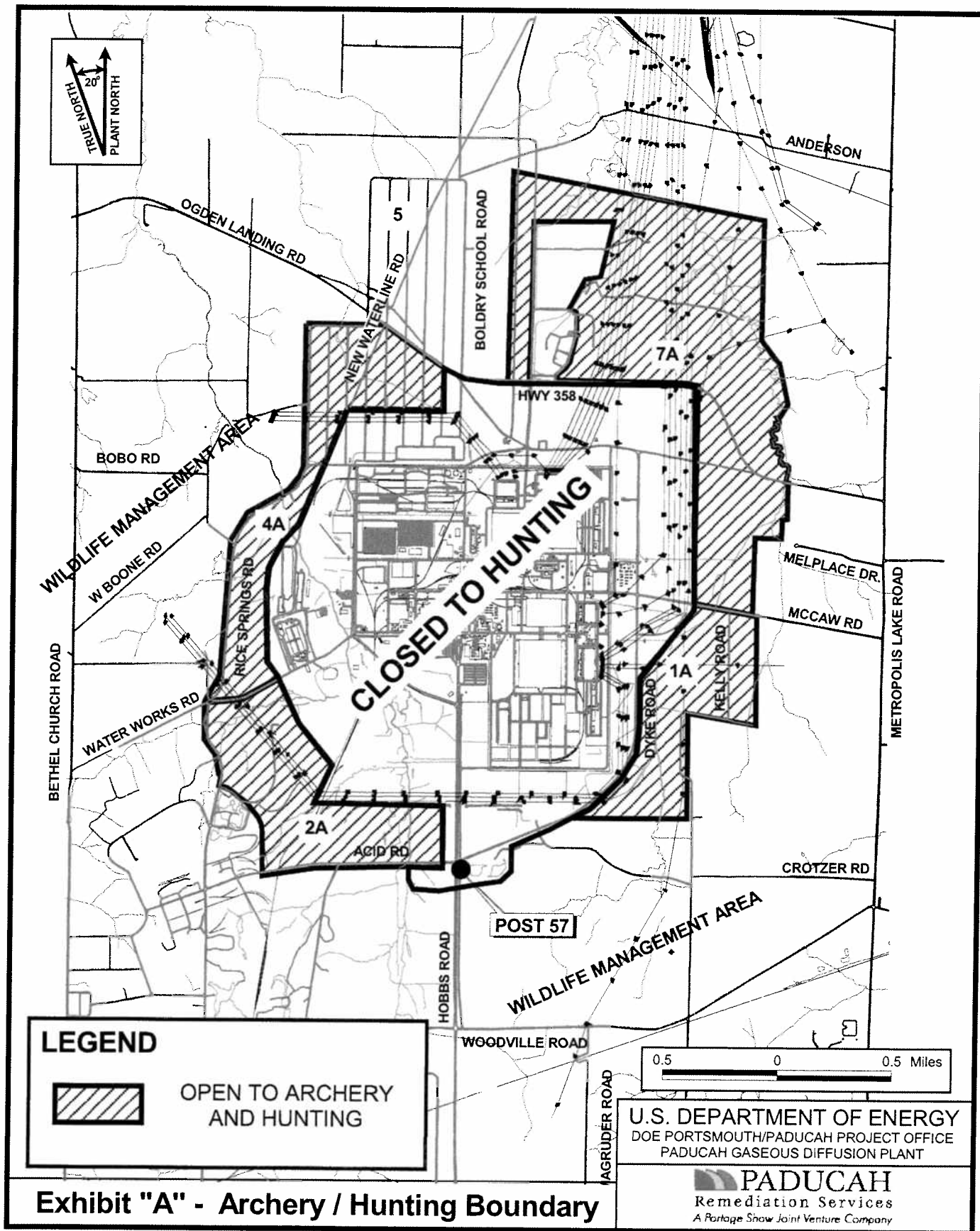


EXHIBIT "B"

**LIMITED BOW DEER HUNT SAFEGUARDS AND SECURITY
KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES (KDFWR)
WEST KENTUCKY WILDLIFE MANAGEMENT AREA (WKWMA)
U.S. DEPARTMENT OF ENERGY (DOE)**

The State Fish and Wildlife Department will remain in charge of the areas during the hunt.

If a deer is hit and wanders into an area patrolled by the Protective Force of the Paducah Gaseous Diffusion Plant (PGDP) or in an off-limits area, the hunter will notify a member Protective Force and be accompanied by them to get the deer.

Fish and Wildlife personnel will handle all violations of hunting regulations. In addition, the Protective Force will be notified immediately of any violations. Fish and Wildlife personnel will enforce hunting regulations as per Chapter 150 of the Kentucky Revised Statue and Kentucky Administrative Regulation Title 301. Violators of rules and guidelines will be denied access by the Protective Force for the remainder of the current hunting season, as described in Exhibit "D".

Vehicles parked on roadways that appear to pose a traffic problem will be reported. The Fish and Wildlife personnel will have the responsibility to get the vehicle moved or towed.

Issues that arise during the hunt and are not covered by this plan will be referred to the Protective Force.

DOE Representative- Paducah Plant Shift Superintendent, 270-441-6211

KDFWR Representative- Tim Kreher, 270-488-3233

EXHIBIT "C"

DEER SAMPLING PLAN KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES (KDFWR) WEST KENTUCKY WILDLIFE MANAGEMENT AREA (WKWMA) U.S. DEPARTMENT OF ENERGY (DOE)

A deer sampling program will be initiated by the DOE Contractors and WKWMA personnel in time to provide analytical results prior to the first scheduled deer hunt that is to occur each year. WKWMA will provide all vehicles, guns, equipment, and personnel needed for obtaining of sampling specimens. Paducah Gaseous Diffusion Plant (PGDP) DOE personnel will be notified of the date of the sampling event and will provide escorts to ensure that the safety and security of the DOE facility is not endangered during the sampling event. A quantity of deer will be taken in such a manner that will ensure a representative sample of the entire deer population. DOE personnel will be responsible for packaging the samples for shipment, and maintaining chain of custody records. DOE personnel will be responsible for shipping and performing lab analyses of the samples. DOE will be responsible for having the analytical results available to WKWMA personnel. DOE reserves the right to either cancel the hunts in these areas or require more extensive screening of the deer if analytical results indicate the need to do so.

EXHIBIT "D"

GUIDELINES FOR ARCHERY HUNTING IN "A" AREAS

In an effort to ensure the safety of hunters and United States Enrichment (USEC) plant and contractor personnel the following guidelines have been established with the concurrence of Kentucky Dept. of Fish and Wildlife Resources, DOE, and USEC Protective Force for bow hunting in the West Kentucky Wildlife Management Area (WKWMA) "A" areas.

- Hunters shall wear blaze orange vests the entire time they are in the WKWMA "A" areas.
- No hunting with a cross bow is allowed.
- Areas open for archery hunting are indicated on the map Exhibit "A", boundaries between open areas and closed areas are marked in the field by "NO HUNTING" signs.
- Hunters must adhere to all posted signs and may not hunt any areas posted "NO HUNTING", bypass any locked gates or barricades, or climb or disturb any fences.
- To hunt in "A" areas, hunters must check-in with USEC Protective Force at Post 57 (on "Three-Lane") before hunting daily, and present photo ID, vehicle license plate number, and indicate general area they will be hunting. Check-in is NOT required to hunt in Tracts 1 – 7.
- Individuals approaching Post 57 for check-in should approach the Post on Hobbs Road, and then do a "u-turn" onto the gravel access road to park or to leave the Post. Any parking should be done on the east shoulder of the old access road.
- Hunters MAY NOT drive vehicles beyond Post 57 to reach hunting locations.
- Hunters MAY NOT hunt within 100 yards of any roadway, facility, or other position/location where there is a possibility of persons/vehicles being in close proximity to the hunter's location.
- Hunters may be approached by USEC Protective Force at any time while in the "A" areas. If approached, hunters shall stop and comply with all direction from USEC Protective Force including requests to review personal photo identification.
- USEC Protective Force may "shadow" or otherwise observe hunters while in "A" areas.
- Scouting or placing of stands will not be allowed on "A" areas prior to opening day of hunting season.
- If a hunter hits a deer that enters a closed area, he must notify and be escorted by USEC Protective Force before entering the closed area.
- If security levels become elevated, "A" areas may be closed to all hunting activities. Hunters will be notified of such changes upon checking in.
- All KDFWR regulations for archery deer/turkey hunting on WKWMA will apply to hunters using "A" areas. It is prohibited by Federal Law to remove any material (equipment, timber, scrap metal, etc.) from these areas.
- Driving off roads into woods, fields, pastures, foot trails, or utility rights-of-way is prohibited for all motorized vehicles.

Failure to comply with any of the above guidelines will subject the hunter to a loss of hunting privileges in the WKWMA "A" areas for the remainder of the hunting season.

Name: _____
(printed)

Driver's license/State: _____

Signature: _____

Area hunting in: _____

Date: _____

Vehicle make/plate: _____